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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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**ADMINISTRATION**

**AGREEMENT**

**BY AND BETWEEN  
BOARD OF EDUCATION  
OYSTERPONDS UNION FREE SCHOOL DISTRICT  
ORIENT, N.Y.**

**AND**

**OYSTERPONDS FACULTY ASSOCIATION**

**July 1, 2007 – June 30, 2011**

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## **PREAMBLE**

This Agreement is made and entered into on this \_\_\_\_\_ day of June 2008 by and between the Oysterponds Board of Education ("Employer") and the Oysterponds Faculty Association ("Union") according to the provisions of Chapter 392 of the Laws of 1964 (the Public Employees' Fair Employment Act) to continue effective and harmonious working relationships between the Employer and its professional employees represented by the Union and to enable the professional employees more fully, in an advisory capacity, to participate in and contribute to the development of policies for the School District, a cause of public education may best be served in the District, a cause that requires a mutual responsibility to the young people of this community that carries with it a concern for curriculum, student welfare, teacher working conditions and educational desires of the community.

## **RECOGNITION**

The Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining of all certified teaching staff except teaching assistants, assistant principals, principals, summer school administrators and other administrators. Such recognition shall be extended for the maximum period permitted under law.

## **ARTICLE I – NEGOTIATIONS PROCEDURES**

It is contemplated that the terms and conditions of employment in the Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time-to-time arise of mutual concern to both parties which have not been fully

or adequately agreed upon. The opportunity for mutual discussion of such matters will be provided.

A. Notification of intent to enter into negotiations must be given by January 15 of the final year of the Agreement, unless parties mutually agree to a later date.

B. The representatives of the Employer and those of the Union shall meet outside of school hours except for extraordinary situations by mutual consent for the purpose of negotiating and reaching mutually satisfactory agreements on any matters affecting the terms and conditions of employment of teachers.

C. The first meeting shall be for the purpose of exchanging contract proposals. A mutually convenient meeting shall be set within fifteen (15) school days of exchange and the parties shall meet as agreed or at least every two weeks until either:

1. the matters being negotiated have been resolved by agreement, or
2. an impasse has been reached.

D. When the parties reach agreement it shall be so stated in writing and it shall be presented to the body of the Union for its approval. Upon ratification by the Union, it will be presented to the Board for its approval.

E. Any agreement shall not discriminate against any member of the teaching staff regardless of membership or non-membership in any teachers' organization.

F. If impasse is reached during negotiation, either party or the two together may declare negotiations at impasse.

G. When impasse is reached the PERB procedure for resolving impasse shall be followed.

H. Copies of this Agreement shall be reproduced at Employer expense and a copy given to each teacher now employed and hereafter employed by the Employer.

## **ARTICLE II – OPTIONAL DUES DEDUCTION**

A. On request, the Employer agrees to deduct from the salaries of its teachers dues for the Union as said teachers individually and voluntarily authorize the Employer to deduct and to transmit the monies promptly to the Union treasurer. Teacher authorization shall be in writing on forms supplied by the Union and must be on file by October 1<sup>st</sup> of any school year to be effective that year. These forms shall remain in effect until revoked by the teacher in writing between September 1<sup>st</sup> and the first Friday in October of any given year. These deductions shall be made over 20 consecutive pay dates commencing no later than the first payday in October. Any change in the amount of dues for any organization must be indicated to the District Clerk by September 15<sup>th</sup> of the school year. All dates mentioned here shall supersede any contradictory dates appearing on authorization cards.

## **ARTICLE III – TEACHER, UNION AND EMPLOYER RIGHTS**

A. The parties shall make available to each other, upon request, any and all information, statistics and records relevant to negotiations, or necessary for the proper administration or enforcement of this contract.

B. The Union may consult the Board minutes in the Business Office, if it so desires, during any school day from 8:30 a.m. to 2:30 p.m. When school is not in session minutes may be reviewed between the hours of 9:00 a.m. to 11:00 a.m. on any day the Business Office is open.

C. The Union shall have the right to use school buildings for professional meetings when the building is manned by the custodial staff, provided if the use of said buildings by the Union results in any additional expense to the Employer for custodial services, or any other services, the Union shall reimburse the Employer for said expenses incurred. The Union shall have access to bulletin board space in the building and will have the use of the teacher mailbox for official Union business. Duplicating equipment shall be made available by the Employer to the Union. Materials used shall be provided by the Union.

#### **ARTICLE IV – GRIEVANCE PROCEDURE**

A. **Definition:**

1. Grievance – A grievance is a claim by a teacher or the Union that there has been a violation or misapplication of any term or condition of this contract.

2. Time Limitation – Grievances will be initiated at the first available step within fifteen (15) days after the act or condition occurs, or within fifteen (15) days after the faculty member became aware of the act or condition on which the grievance is based.

3. An “aggrieved person” is the person making the claimed grievance or the Union.

4. The term “teacher” includes individuals or groups who are members of the negotiating unit covered by this Agreement.

5. A “party in interest” is the person or persons making a claimed grievance and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claimed grievance.

6. The term “days” shall mean working days.

7. "Immediate supervisor" shall mean the Superintendent of Schools.

B. Purpose:

The primary purpose of the grievance procedure is to secure, at the lowest level possible, equitable solutions to a grievance. Both parties hereto agree that grievance proceedings shall be kept confidential at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently in the grievance proceedings and to be represented by a person or organization of his/her choosing.

C. Procedure:

Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level shall be regarded as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the aggrieved person and the Superintendent. In the event that a grievance is filed after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level 1

A teacher with a grievance may first present it to the Superintendent.

2. Level 2

a. In the event the aggrieved person is not satisfied with the disposition of the grievance at Level 1 or if no decision has been rendered within five (5) days after the presentation of the grievance, he/she may, if he/she chooses, file the grievance in writing with the Union's President. A Union representative may assist in writing the grievance if requested by the aggrieved person.



b. If the Union decides that there is a legitimate grievance it shall, with the consent of the aggrieved person, immediately submit the written claim to the Superintendent of Schools. Within ten (10) days of the receipt of the grievance, the Superintendent of Schools shall render a written decision as to the grievance.

3. Level 3

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within the ten (10) days allotted, the aggrieved person may appeal the grievance individually or through the Union to the Board of Education. Within fifteen (15) days from the receipt of the grievance the Board or its representative shall meet with the Union's President and the aggrieved person for the purpose of arriving at a mutually satisfactory solution to the grievance. A written solution or decision shall be rendered within ten (10) days after the meeting of the Board and the Union's President and aggrieved person.

4. Level 4

In the event that the Union is not satisfied with the disposition of the grievance at Stage 3, it may appeal to binding arbitration as follows:

(a) The parties shall select an arbitrator pursuant to the procedures of the American Arbitration Association.

(b) The arbitrator's decision will be in writing and will set forth the findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding

on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.

(c) The cost for the services of the arbitrator will be borne equally by the Employer and the Union.

(d) The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

(e) By mutual agreement of the Employer and Union more than one grievance may be submitted to the same arbitrator.

D. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. If, however, in the judgment of the Union, the grievance affects a group of teachers the Union may process the grievance at the appropriate level.

2. Copies of all written decisions on grievances shall be sent to all parties involved.

3. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.

4. All documents, communications or records dealing with a grievance shall be filed separately from the personnel files of the participants.

5. Forms for filing and processing grievances shall be submitted to the Superintendent of Schools by the Union. The forms shall be prepared by the Superintendent of Schools and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

6. Access shall be given to records of all available information necessary to the determination and proceeding of a grievance.

7. Should the grievant choose to exercise the right to process the grievance on his/her own through the Board level then the Union shall be kept informed of action taken at those levels.

#### **ARTICLE V – SALARY SCHEDULE AND BY LAWS**

A. Salaries shall be increased effective as follows:

7/1/07	4.3%
7/1/08	4.2%
7/1/09	4.0%
7/1/10	4.0%

Salary Schedules for 2007-2008, 2008-2009, 2009-2010 and 2010-2011 shall be implemented as per attached Appendix A retroactive to July 1, 2007:

B. Teachers' salaries for all teachers will be determined by proper placement on Salary Schedule which is attached hereto as Schedules I, II, III and IV. Placement on the Salary Schedule will be determined by the Superintendent of Schools at the initial date of employment.

Part-time teachers' salaries will be determined by proper placement on the Salary Schedule which is attached hereto as Schedule I. Placement on the Salary Schedule will be determined by the Superintendent of Schools at the initial date of employment and will be on a pro-rated basis, as follows:

Part-time teacher, one day per week – 1/5 of the full-time salary.

Part-time teacher, two days per week – 2/5 of the full-time salary.

Part-time teachers, three days per week – 3/5 of the full-time salary.

Part-time teachers, four days per week – 4/5 of the full-time salary.

Sick days for part-time teachers will be determined on a pro-rated basis as follows:

Part-time teacher, one day per week – 3 sick days per year.

Part-time teacher, two days per week – 6 sick days per year.

Part-time teacher, three days per week – 9 sick days per year.

Part-time teacher, four days per week – 12 sick days per year.

Salaries for teachers who work less than one day per week will be determined by mutual agreement between the teacher and the Superintendent of Schools.

C. Service increments during the 2007-2008 and 2008-2009 school years shall be paid as follows: After 20 consecutive years in the Oysterponds School District, \$2,000; after 25 consecutive years, \$2,500.

Service increments during the 2009-2010 and 2010-2011 school years and thereafter shall be paid as follows: After 20 consecutive years in the Oysterponds School District, \$2,300 and after 25 consecutive years \$2,800. Teachers who desire salary adjustments on the Salary Schedule for additional educational compensation shall notify the Superintendent on or before August 31 of each year.

D. Full credit will be given toward salary advancement for in-service and graduate courses upon meeting the following conditions:

- a) approval of the Superintendent of Schools;
- b) receipt of notification of successful completion and a written evaluation of the course by the teacher; and
- c) no more than nine (9) out of fifteen (15) credits can be used as in-service credits.

E. Teachers will be paid in 26 equal salary payments commencing with the first working Friday in September and continuing on every other Friday through June; any balance due is to be paid on the final day of school in June.

F. The appointed incumbent lead teacher shall receive the following stipend during the year indicated:

2007-2008	\$2,500
2008-2009	\$2,750
2009-2010	\$3,250
2010-2011	\$3,250

Any new teacher(s) selected for the position of “lead teacher” will receive a yearly stipend of \$2,500 during his/her first year of service; \$2,750 if selected for a second year of service; and \$3,250 if selected for a third or fourth year of service.

The Lead Teacher shall assume the following responsibilities under the direction of the Superintendent of Schools:

- Assist the Superintendent of Schools in the creation of the master schedule
- Scheduling of in-school and out-of-school cultural performances
- Serve as coordinator for BOCES Arts-in-Education
- Order and schedule New York State assessments (ELA, Math, Science, Social Studies)
- Arrange for coverage of classes when such coverage cannot be handled directly through the hiring of substitute staff (e.g. CSE meetings, emergency late arrivals/early departures of staff)
- Serve as Acting Principal in the absence or unavailability of the Superintendent of Schools/Principal
- Meet with the Superintendent on a weekly basis to review practices and procedures

The Lead Teacher shall also assume any additional responsibilities as mutually agreed upon with the Superintendent of Schools/Principal.

## ARTICLE VI –INSURANCE

A. A teacher must be full-time in order to qualify for health benefits. The Employer shall pay ninety-five (95%) percent of the premium of individual health coverage and fifty (50%) percent of the additional cost of family coverage. Effective 7/1/09 the contribution toward individual coverage premium by the Employer shall be limited to ninety-four (94%) percent.

B. Part-time teachers regularly employed as at least a .6 FTE and electing coverage shall be entitled to the same health benefits as full-time teachers, but on a pro-rated basis. Part-time teachers regularly employed as less than a .6 FTE will be eligible to purchase health insurance at their own expense in accordance with rules of the underwriter. The Employer reserves the right to underwrite all or a portion of health insurance to part-time teachers deemed necessary by the Employer to attract qualified part-time candidates. In addition, non-tenured teachers hired subsequent to July 1, 2003 will contribute fifteen (15%) percent toward the individual health insurance premium and fifty-five (55%) percent toward the premium for family coverage during their probationary periods; all members employed as of December 10, 2003 are to be *grandfathered* on the matter of such contribution.

C. Should the Employer decide to change the health insurance program/carrier it is understood that the successor plan will be equal to or better than the existing plan.

D. Retirees will receive contribution toward the same health insurance coverage as active teachers subject to the following provisions:

### **Individual Coverage**

#### ***Retired from district but less than 65 years of age:***

*Those retiring prior to 7/1/09 pay 5% of premiums and those retiring on or after 7/1/09 pay 6% of premium cost.*

#### ***Retired from district and 65 years or more in age:***

*Retiree will receive health insurance coverage for which the district will contribute 100% of the premium expense.*

### ***Family Coverage***

#### ***Retired from the district but less than 65 years of age:***

*Subject to the above regarding date of retirement and contribution toward individual coverage, the retiree continues to pay family/dependent premium contribution as all active members of the teaching staff.*

#### ***Retired from district and 65 years or more in age:***

*Retiree will be classified as follows:*

- *(A) 65 and older with 1 over and 1 under (retiree/spouse)*
- *(B) 65 and older with both over (retiree/spouse)*

*In the case of the above the retiree will pay the premium contribution amount based on the rate as established by the insurance carrier and factored by the following formula.*

- *(A) Cost of "65+ (one over/one under) Family Coverage" minus Cost of 65+ Individual Coverage*
- *(B) Cost of "65+ (both over) Family Coverage" minus Cost of 65+ Individual Coverage*

E. The Employer shall pay 50% of the teacher's Blue Cross/Blue Shield Dental Insurance and 50% of the cost of the Blue Cross/Blue Shield Dental Insurance family plan.

F. Any actively employed full-time teacher may waive the right to be covered by health insurance and release the Employer of any obligation for paying premiums on the teacher's behalf. A teacher making the election to waive health insurance will receive the sum of \$2,250 for 2007-2008, \$2,500 for 2008-2009, \$2,500 for 2009-2010 and \$2,500 for 2010-2011.

## ARTICLE VII – EXTENDED LEAVES OF ABSENCE

A. Jury duty without loss of pay: A teacher, properly called upon to serve, will be paid the regular salary during the term of jury duty absence and shall not be asked to forfeit personal days, sick leave days or other benefits. The teacher will pay back to the Employer the amount he/she was paid for such jury duty services.

B. Child care leave shall be granted whenever the teacher requests same. Such leave shall be applicable to natural births or adoptions. Notice of the intention to request such leave shall be given as soon as possible, preferably no later than 90 days prior to the commencement of the leave. The leave may extend for the duration of the school year in which the application is made to the Employer. Such consent shall not be unreasonably withheld by the Employer. On a leave for a full year or longer, the teacher will give the Employer six (6) months notice of intent to return. A leave of a shorter duration will require three (3) months notification. The duration of such leave shall not exceed 24 months; however, the teacher shall not be entitled to return to work until September of any school year. Further, such leave shall be without compensation and shall not apply toward tenure.

C. A leave of absence without pay may be granted by the Employer upon proper application to any teacher for the purpose of participating in an educational activity deemed by the Superintendent of Schools and the Employer to be of value to the teacher and the Employer. Said activity shall be outlined in detail and submitted in writing to the Superintendent of Schools at least ninety (90) days before such leave shall begin. The proposal must have the approval of both the Superintendent of Schools and the Employer before it shall become effective.

At the completion of such leave and upon resumption of work in the District, all accumulated fringe benefits in existence at the time such leave commenced shall be reinstated; in



addition, the teacher shall be paid for experience as if he/she had continued teaching in the District.

D. A leave of absence without pay may be granted by the Employer upon proper application to any teacher for any purpose if such leave is felt to be of benefit to the teacher and the Employer by the Superintendent of Schools and the Board of Education. After receipt of proper application a three-fourths (3/4) majority vote on the part of the Board of Education shall be necessary to grant approval for such leave.

## **ARTICLE VIII – CUMULATIVE DAYS, NON-CUMULATIVE DAYS AND SICK BANK**

### **CUMULATIVE**

The teachers of Oysterponds shall be entitled to fifteen (15) combination leave days for sick, personal and family illness. Up to three (3) of these days may be used as personal days. The leave can be accumulated up to 185 days. Although personal days should not ordinarily be taken before or after a holiday, if the circumstances warrant such use the Superintendent shall grant the days. At the discretion of the Superintendent of Schools, a physician's certificate may be required in case of four (4) or more consecutive days due to illness.

### **NON-CUMULATIVE**

**Professional Days** – These days are to be utilized for observation and conferences. The days are to be granted to the individual teacher at the discretion of the Superintendent of Schools. Written or oral reports to the Board of Education are expected for excused days. The Superintendent may recommend a conference which he/she feels is mutually beneficial to teacher and Employer.

Bereavement Leave – Up to five (5) consecutive working days will be allowed for death in the immediate family. Immediate family should be considered to be: spouse, mother, father, sister, brother, child, parent, mother-in-law, father-in-law, step-children and step-parents of any relative residing within the employee's household.

Up to three (3) consecutive working days will be allowed for death in the extended family. Extended family should be considered to be: uncle, aunt, cousin, grandparent; except where said relation lives within the teacher's household in which case the teacher will be eligible for up to five (5) days.

#### SICK BANK

A Sick Leave Bank shall be established by each participating member donating one day from his/her accumulated sick leave effective immediately. Only persons who are voluntary, dues-paying members of the Union are eligible to enlist in the Sick Bank.

The maximum number of days to be kept in the Sick Bank will be twice the Sick Bank membership.

The minimum number of days will be reached at a level that is one-half the Sick Bank memberships. If the minimum number of days in the Sick Bank is reached then a donation of an additional day per member is required by all members in order to retain membership in the Bank. Failure to donate additional days will result in the termination of membership in the Sick Bank.

Once a person becomes a member of the Sick Bank and contributes day(s) to the Bank the day(s) become part of the Sick Leave Bank and the member no longer has claim to the day(s) other than outlined herein.

Administration of Sick Leave Bank – Requests for use of days from the Sick Leave Bank must be made through the Union President or his/her designee and to the Superintendent or his/her designee.

Use of Sick Leave Bank – Participating members may borrow from the Sick Leave Bank, as per Article VIII of the current teacher contract. All persons using the Sick Bank must first use whatever accrued sick days they have. In order to draw from the Sick Leave Bank a member must be out of work for ten consecutive working days.

Pay Back of Sick Leave Days – Any member granted time from the Sick Leave Bank will pay this time back to the bank at 50% of accrued Sick Leave at the beginning of each school year until the time is fully repaid. Any member applying for and accepting Sick Leave from the Bank automatically agrees with this payback provision and will be so advised upon approval of a sick leave request.

Termination of Sick Leave Bank – If the Sick Leave Bank is terminated by reason of a newly negotiated contract, any days remaining in the Bank will be used according to the previously stated conditions until such time as days are exhausted.

## **ARTICLE IX – TEACHER RETIREMENT**

1. A teacher who retires within the first year of eligibility under the terms of the laws and regulations governing the New York State Teacher's Retirement System will receive additional compensation in an amount equal to the *per diem* calculation of 50% of up to 185 accumulated unused sick days upon retirement. The payment will be capped at \$40,000 and will be paid on or immediately after July 1 following the effective date of the retirement.

Eligibility for such payment requires that the following criteria be met:

- A. notification of the intent to retire at the end of the school year during which the election is made with such teacher notification to the Employer to be submitted no later than January 31<sup>st</sup> of said school year;
- B. the teacher must elect to retire within one year of first becoming eligible to retire under the requirements of the NYSTRS; and
- C. the teacher must possess 10 years of service to the Employer.
- D. A teacher may elect retirement in a year preceding his/her first year of retirement eligibility should the New York State Legislative branch elect to offer an Early Retirement Incentive and should the Employer elect to “opt-into” said Incentive (the conditions of subdivs. A and C applying).

2. A teacher who retires within the second year of eligibility under the terms of the laws and regulations governing the New York State Teacher’s Retirement System will receive additional compensation in an amount equal to the *per diem* calculation of fifty (50%) percent of up to 90 accumulated unused sick days upon retirement. The pay-out will be capped at \$20,000 and will be paid on or immediately after July 1 following the effective date of the retirement.

Eligibility for such payment requires that the following criteria be met:

- A. Notification of the intent to retire at the end of the school year during which the election is made with such teacher notification to the Employer to be submitted no later than January 31<sup>st</sup> of said school year.
- B. The teacher must elect to retire within two years of first becoming eligible to retire under the requirements of the NYSTRS; and
- C. The teacher must possess 10 years of service to the Employer.

D. A teacher may elect retirement in a year preceding his/her second year of retirement eligibility should the New York State Legislative branch elect to offer any Early Retirement Incentive and should the Employer elect to “opt-into” said Incentive (the conditions of subdivisions A and C applying).

## **ARTICLE X – EDUCATIONAL VACANCIES AND APPOINTMENTS**

**Section 1.** Whenever any teaching vacancy within the District occurs or whenever any new teaching position is created, the Employer shall give written notice, including minimum requirements, to the President of the Union.

**Section 2.** In making appointments to staff vacancies, the Employer, wherever possible, shall appoint from current staff. The Employer endorses and encourages a policy of appointment from within our school system. If in the Employer’s determination two or more candidates for a given position are equal, the “in-house” candidate will be selected for the considered appointment.

**Section 3.** Whenever there are two or more applicants with equivalent qualifications, seniority in the Oysterponds School District shall be given consideration.

**Section 4.** Seniority shall be defined as a period of service with the School District dating from the teacher’s initial placement within the appropriate tenure area.

**Section 5.** A copy of all seniority lists shall be sent to the Union President by October 15<sup>th</sup> of each year.

## ARTICLE XI – CURRICULUM

Section 1. To continually improve the curriculum, a curriculum committee shall be established. The teaching staff will be represented by teachers from different levels and disciplines of the system.

Section 2. Periodic reports and/or recommendations shall be made available to the Employer through the Superintendent of Schools. Following the submission of these recommendations to the Employer, a joint meeting of the Board, the Superintendent and Curriculum Committee may be held at the request of either party.

Section 3. There shall be at least four (4) committee meetings during the school year. Each committee member will be expected to participate in at least three (3) meetings at the time mutually agreed upon by both parties.

Section 4. The chairperson of the committee shall be a teacher. The members shall elect the chairperson to serve for a minimum of four (4) consecutive meetings in order to maintain continuity.

Section 5. The chairperson shall notify all committee members of a meeting at least one (1) week prior to the meeting.

Section 6. The committee shall research and discuss innovations in education scheduling, education methods, aids or equipment. It shall suggest or recommend to the Board, the Administration and the faculty possible changes for trial. Innovative and experimental programs involving large parts of the staff or student body shall be encouraged but shall be subject to the guidelines as outlined in the Article.

Section 7. An innovative and experimental program shall begin when all of the following have been satisfied:

a. Discussion of the program by the staff or department directly involved shall be preceded by distribution of available information about the program. Authorities in the area of the experimentation shall be consulted for information.

b. The program shall receive a consensus approval by the involved staff.

c. The program shall be presented to the Curriculum Committee. If this committee approves, it shall be submitted to the Superintendent of Schools for Board approval and implementation.

Section 8. Approved programs shall be evaluated and a report submitted in writing to both the Curriculum Committee and the Board through the Superintendent of Schools by the end of a six (6) months' operational period.

Section 9. Courses once implemented, evaluated and approved and in existence for a period of two (2) consecutive years, shall be given full status as any program operating in the District should they be approved for the third year. The Board, in its sole discretion, may eliminate courses presently being taught. However, before such action is taken, the Employer agrees to discuss course elimination with the teachers affected.

Section 10. The Employer encourages the planning of conferences for purposes of curriculum development and improvement in specific levels or subject areas. Each level or subject area may submit a program and a budget to cover summer conferences to the department. The purpose of these conferences is to develop a coordinated subject matter curriculum. The Curriculum Committee may submit a program and subject to the Superintendent of Schools by March for summer conferences to develop coordinated interdepartmental curriculum or to improve aspects of the teaching program.

## ARTICLE XII – TEACHER YEAR/ DAY/HOURS

A. The Work Year shall be comprised of one hundred eighty-six (186) work days of which three (3) shall be non-instructional days as scheduled by the Superintendent. The school year shall not commence prior to Labor Day. Teachers shall return to school two evenings annually for the purpose of Back-to-School night and Parent/Teacher report card conference(s).

B. The teaching day, excluding a lunch period of thirty (30) minutes, will be six and one-half (6 ½) hours during the term of the contract. Every effort will be made to insure a minimum preparation period of at least thirty (30) minutes per day.

C. After-school faculty meetings should average no more than two (2) per month in total. A minimum of three (3) school days notice of such meetings should be given when possible. Faculty meetings should be no longer than one (1) hour.

D. Only school business shall be carried on at required faculty meetings.

E. Teachers shall be in their assigned homerooms or assigned work areas no later than fifteen (15) minutes prior to their first assignment of the school day and for fifteen (15) minutes after their last assignment.

F. All teachers shall have at a minimum a full thirty (30) minutes duty-free, uninterrupted lunch period.

G. Duties as chaperones for in-school activities such as concerts, *etc.* shall be done by assignment.

H. Teachers who supervise school activities outside the regular teaching day (not to include kindergarten orientation, “back-to-school night,” 6<sup>th</sup> grade graduation ceremony and the teacher-parent conference sessions) will be compensated at the rate of:

2007-2008 - \$45 per supervisory activity  
2008-2009 - \$47 per supervisory activity



2009-2010 - \$49 per supervisory activity  
2010-2011 - \$52 per supervisory activity

I. Professional Development Requirements

Commencing February 2, 2004 and thereafter, each school district within the State of New York is required to provide new teachers holding a professional certificate with opportunities to maintain such certificates in good standing based upon successfully completing 175 hours of professional development every five years. This mandate constitutes the requirement of thirty-five hours of professional development annually.

Such opportunities may be undertaken in a variety of formats and be offered by a variety of providers; such may include course work paid for by the school district, BOCES or the individual teacher. This professional development may be offered outside the school day.

The Employer seeks to provide ample opportunity for both newly hired as well as veteran teachers to meet their professional development requirements and obligations by providing staff development training both within and outside the school day. The Employer will increase staff development days in the School District calendar to three per school year (on the "opening day" of school and two other days scheduled during the school year, the scheduling of such days to be established by the Employer's administration).

These professional development hours may be accrued in any combination of the following:

- Approved credited in-service and graduate level courses
- Approved on-line courses
- Ongoing in-house staff development or District sponsored training
- Educational conferences and workshops
- Study groups

- Collegial circles
- Action research

The last two days of attendance effective June of 2008 are to be scheduled as half days for students; the first half day for teachers is for staff development and the second half day for teachers is for record filing, teacher/teacher conferencing and end of year matters.

### **ARTICLE XIII – TEACHERS’ AIDES**

The Employer and the Union agree that a teacher’s primary responsibility is to teach and that this energy should, to the fullest extent possible, be utilized to this end and where aides are used, the teachers’ energies shall be directed toward improving their teaching. The Employer and the Union recognize that a teachers’ aide is useful and necessary. Therefore, wherever possible, the Employer, at its discretion, agrees that it will employ a teachers’ aide to relieve teachers of non-teaching duties.

### **ARTICLE XIV – PROFESSIONAL RESEARCH AND DEVELOPMENT FUND**

Section 1. The Employer shall include in the budget a fund designated explicitly for research and development projects as outlined herein. Monies from the fund shall be expended only upon approval by the Superintendent for projects recommended by the Curriculum Committee. The Superintendent will act on the proposal of the Curriculum Committee within four (4) weeks.

The amount shall be as follows:

2007-2008	\$2,000
2008-2009	\$2,500
2009-2010	\$3,000
2010-2011	\$3,500

Section 2. The Superintendent (as Chief Curriculum and Instructional Administrator within the District) is to approve and recommend potential projects under the ambit of the subject fund; the Committee is to be comprised of the following:

- i. the Superintendent
- ii. one teacher member of the Shared Decision Making Committee
- iii. one classroom teacher;
- iv. one special education teacher;
- v. and one special subject area teacher (art, music, library, technology, physical education, etc.)

Section 3. It shall be the responsibility of the Curriculum Committee to require annual written reports from the persons whose projects have been approved and are in progress. These reports shall also be provided to the Superintendent of Schools and the Board of Education.

## **ARTICLE XV – STUDENT DISCIPLINE**

All teachers shall have the full right and power to discipline students as provided by State law, except as specifically limited by Board of Education or administrative policies which shall first be reduced to writing and distributed to teachers. It will be the responsibility of all teachers to read and familiarize themselves with the student discipline policy.

## **ARTICLE XVI – EVALUATION**

The following policy shall govern all teacher observations and teacher evaluations:

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited.

2. Absent an emergency a post observation conference will be held within two (2) school days. The written evaluation will be submitted to the teacher within five (5) days of the post observation conference.

3. A teacher will have his/her evaluation reviewed by the Superintendent of Schools if the observation is not made by the Superintendent of Schools.

4. In the event a probationary teacher does not continue in employment, the Employer, prior to the publication of its decision, will give the teacher written notice thereof in accordance with State law.

A probationary teacher who is denied tenure may request the reasons for such denial and such reasons shall be given to him/her orally, or if he/she so specifies, in writing.

5. Teachers shall have the right, upon request, to review the contents of their personnel files and to make copies thereof. Such review shall be in the presence of the Superintendent of Schools or his/her delegated representative. Teachers shall not have the right to review contents of their personnel files which are of a confidential nature.

6. A teacher will have the right to submit in writing and have attached to his/her evaluation sheet his/her comments as they might pertain to the evaluation. Materials found to be untrue, shall be removed from the file.

7. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review same. The teacher shall affix his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. If a teacher refuses to sign the copy, the Superintendent of Schools or his/her designated representative may insert the material in his/her file after adding to it and signing the following statement:

"I hereby certify that the employee named above has seen and read the material but has refused to affix his/her signature thereto."

Material which is of a confidential nature shall not be subject to the aforementioned paragraph.

8. Observation.

A. Non-tenured teachers may be subject to up to three (3) observations and evaluations each year at the discretion of the Superintendent.

B. Tenured teachers may be observed and evaluated twice each year at the discretion of the Superintendent.

9. Observations and evaluations shall be conducted by the Superintendent of Schools or his/her delegated representative.

**ARTICLE XVII – PARENT/TEACHER MEETINGS**

A. It is recognized that conferences between teacher and parent are invaluable as a means of reporting student progress and creating a better liaison between home and school. Therefore, report conferences shall be scheduled for the parents of each student in grades Kindergarten through six as follows:

1. Conferences shall be held during the week immediately following the issuing of the first trimester report cards.
2. Evenings must be made available for those parents unable to attend the school conferences immediately after the school day.
3. Conference schedules shall be arranged by the teacher and/or Superintendent as agreed upon.
4. Teachers will communicate with the parents and/or guardians of their students at least two (2) times each school year; at least one of such shall be an in-person meeting. In extreme circumstances, with prior approval of the Superintendent, a home conference may be necessary. In such cases the teacher requesting same will be accompanied by the Superintendent or the school nurse.

#### **ARTICLE XVIII – CO-CURRICULAR STIPENDS**

Clubs, sports, and academic interventions offered outside the regular school day shall be determined and scheduled in full cooperation with the Superintendent. Such activities should offer balance and choice to the school community. Activities will be scheduled in six, eight and twelve week intervals, with the duration established in advance of enrollment. Activities may include, but are not limited to the following:

Before/after school academic intervention (eight weeks)

Self-defense (eight week cycles)

Hands-on-Science, Rocketry, Astronomy (six week cycles)

Drama, dance, chorus (eight or twelve week cycles)

Spring play (not to be confused with spring concert)

Arts and crafts, puppetry (six weeks)

Literary magazine, school newspaper, poetry  
Shakespeare, Great Books, Student Council (twelve weeks)

Senior Citizen activities, intergenerational partnership,  
service clubs (eight weeks)

Saturday Gymnastics/basketball (3 hours for 20 weeks)

Such activities will be scheduled for one hour on a weekly basis. Activities such as drama and dance may be scheduled before the school day begins.

Stipends for such co-curricular instructional programs shall be paid as follows:

2007-2008	\$50/hour
2008-2009	\$52/hour
2009-2010	\$54/hour
2010-2011	\$56/hour

#### **ARTICLE XIX – DURATION OF AGREEMENT**

The contract shall be effective as of July 1, 2007 and continue through June 30, 2011.

A. This Agreement shall constitute the full and complete Agreement between the parties and may be altered, change, added to, deleted from, or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.

B. In the event no successor agreement is reached prior to the expiration of this contract, the terms and conditions of employment contracted herein shall be continued in full force and effect until a successor agreement is reached, except where services cease to be rendered.

C. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE

ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE  
APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

BOARD OF EDUCATION  
OYSTERPONDS UNION FREE SCHOOL DISTRICT  
IN ORIENT, TOWN OF SOUTHOLD, SUFFOLK  
COUNTY, NEW YORK

By: Martha Tuthill 6/9/08  
Martha Tuthill, President

OYSTERPONDS FACULTY ASSOCIATION

By: Corinne Fitting 6/9/08  
Corinne Fitting, President



**Oysterponds Faculty Association  
2007-08**

	<b>B</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>
1	38787	42498	43812	45167	46565	48005
2	40456	44326	45698	47111	48568	50070
3	42125	46155	47583	49054	50571	52135
4	43793	47983	49467	50997	52575	54201
5	45462	49812	51353	52941	54578	56267
6	47131	51641	53238	54884	56582	58332
7	48800	53469	55123	56828	58585	60397
8	50469	55298	57007	58771	60589	62462
9	52137	57126	58893	60714	62591	64527
10	53806	58955	60778	62657	64595	66593
11	55475	60783	62662	64601	66599	68659
12	57144	62611	64548	66544	68602	70724
13	58813	64440	66433	68488	70606	72789
14	60481	66268	68318	70431	72609	74855
15	62150	68096	70203	72374	74612	76920
16	63819	69925	72088	74318	76616	78985
17	65488	71754	73973	76261	78619	81050
18	67157	73583	75858	78204	80623	83117
19	68825	75411	77743	80147	82626	85182
20	70494	77239	79628	82090	84630	87247

# Oysterponds Faculty Association 2008-09

	B	M	M+15	M+30	M+45	M+60
1	40416	44283	45652	47064	48520	50021
2	42155	46188	47617	49090	50608	52173
3	43894	48093	49581	51115	52695	54325
4	45633	49999	51545	53139	54783	56477
5	47372	51904	53510	55164	56870	58630
6	49111	53810	55474	57189	58958	60782
7	50849	55715	57438	59215	61046	62934
8	52588	57620	59402	61239	63134	65086
9	54327	59525	61367	63264	65220	67237
10	56066	61431	63330	65289	67308	69390
11	57805	63336	65294	67315	69396	71542
12	59544	65241	67259	69339	71484	73694
13	61283	67146	69223	71364	73571	75846
14	63022	69051	71187	73389	75659	77999
15	64761	70956	73152	75413	77746	80151
16	66499	72862	75116	77439	79834	82303
17	68238	74768	77080	79464	81921	84455
18	69977	76673	79044	81489	84009	86608
19	71716	78578	81008	83513	86097	88759
20	73455	80483	82972	85538	88185	90911

# Oysterponds Faculty Association 2009-10

	B	M	M+15	M+30	M+45	M+60
1	42033	46054	47478	48947	50461	52022
2	43841	48036	49522	51054	52633	54260
3	45650	50017	51564	53159	54803	56498
4	47458	51998	53607	55265	56974	58736
5	49267	53980	55650	57371	59145	60975
6	51075	55962	57693	59476	61316	63213
7	52883	57944	59735	61583	63488	65451
8	54692	59925	61778	63689	65659	67689
9	56500	61906	63821	65795	67829	69927
10	58309	63888	65864	67900	70000	72166
11	60117	65869	67906	70007	72172	74404
12	61926	67851	69950	72113	74343	76642
13	63734	69832	71992	74219	76514	78880
14	65543	71813	74034	76324	78685	81119
15	67351	73795	76078	78430	80856	83357
16	69159	75776	78120	80537	83027	85595
17	70968	77759	80163	82643	85198	87833
18	72776	79740	82206	84748	87369	90072
19	74585	81721	84249	86854	89541	92310
20	76393	83703	86291	88960	91712	94548

# Oysterponds Faculty Association 2010-11

	<b>B</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>
1	43714	47896	49378	50905	52480	54103
2	45595	49957	51503	53096	54738	56431
3	47476	52018	53627	55286	56995	58758
4	49356	54078	55751	57476	59253	61085
5	51237	56139	57876	59665	61511	63414
6	53118	58201	60001	61855	63769	65742
7	54999	60261	62125	64047	66027	68069
8	56880	62322	64249	66236	68285	70397
9	58760	64383	66374	68426	70542	72724
10	60641	66443	68498	70616	72800	75053
11	62522	68504	70622	72807	75059	77380
12	64403	70565	72748	74997	77317	79708
13	66283	72625	74872	77187	79575	82035
14	68164	74686	76996	79377	81833	84364
15	70045	76747	79121	81567	84090	86691
16	71926	78807	81245	83758	86348	89019
17	73807	80869	83369	85948	88606	91346
18	75687	82930	85495	88138	90864	93675
19	77568	84990	87619	90328	93122	96002
20	79449	87051	89743	92518	95380	98330